**Solicitation Document No.:** 

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Section F:

S-LC02007

RECORDED SPANISH LANGUAGE CASSETTE BOOKS

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# PART I - SECTION F DELIVERIES OR PERFORMANCE

### F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this Section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CRF CHAPTER 1)

**52.242-15 STOP WORK ORDER 52.247-34 F.O.B. DESTINATION** 

AUG 1989 NOV 1991

## F.2 52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

## F.2.1 Delivery Schedules

NLS/BPH will indicate to the contractor on the written instructions accompanying print books the scheduled shipping date (SSD) for each title assigned. The SSD is the date by which shipping of all copies of cassette books shall be completed. SSDs will be determined based on three factors: length of book, difficulty of material and priority. The table at F.2.3 sets forth standard required production periods utilizing these factors for standard titles, "Priority" titles, and "Rush" titles. The SSD will include twenty-one (21) calendar days from the date of receipt at NLS/BPH for review of narration submaster, and seven (7) calendar days from the date of receipt at NLS/BPH, for review of cassette control copy and intermaster. NLS/BPH will revise the SSD after approval of narration tapes if NLS/BPH has in any way caused a delay. The contractor shall be responsible for notifying the COTR or project monitor in advance of any instance when it cannot meet the SSD. In this event, NLS/BPH will consider the cause of potential failure to meet the SSD, and 1) either set a revised SSD, or 2) retain the original SSD. Any title shipped after its SSD will be considered a late delivery.

## F.2.2 Late Shipment

NLS/BPH will determine the difference between the SSD and the actual ship date for each title shipped. If a title is shipped after its original SSD but before its revised SSD, the difference will be considered zero (0) days (i.e., no early delivery credit will be given). The average of all these differences will be the contractor's average deviation from scheduled ship date. When ten percent (10%) or more of the contracted number of titles have been scheduled for shipment and the average deviation exceeds a negative five (5) days, or the number of titles shipped late exceeds twenty-five percent (25%) of titles shipped, NLS/BPH may consider partial termination (reduction of titles) or termination for default. In the event a SSD suppliedby NLS/BPH falls on a Sunday or holiday, the contractor shall ship before this date to avoid a late shipment.

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# F.2.3 Recorded Books Estimated Production Time (ESTPT) Estimating Table

Est. Tracks	Standard ESTPT in Days			Priority ESTPT in Days			Rush ESTPT in Days		
	Normal	Difficult	V.Difficult	Normal	Difficult	V.Difficult	Normal	Difficult	V.Difficult
1-2	97	104	111	80	86	92	21	25	29
3-4	108	116	126	88	96	104	24	31	38
5-6	115	126	138	95	105	114	27	37	47
7-8	123	136	149	101	112	123	30	43	56
9-10	129	143	157	106	118	131	33	49	65
11-12	133	148	162	110	123	137	37	57	77
13-14	137	152	168	113	127	141	40	63	86
15-16	141	157	173	116	131	145	44	70	96
17-18	145	162	178	119	134	149	48	77	106
19-20	149	166	183	122	137	152	52	84	116
21-22	153	171	188	125	140	156	57	93	129
23-24	157	175	193	128	144	159	61	100	139
25-26	161	180	198	131	147	163	65	107	149
27-28	165	184	203	134	150	166	69	114	159
29-30	167	187	206	136	152	169	73	121	169
31-32	169	189	209	138	155	171	78	130	182
33-34	171	192	212	140	157	174	82	137	192
35-36	173	194	215	142	159	176	86	144	202
37-38	175	197	218	144	161	179	90	151	212
39-40	177	199	221	146	164	181	94	158	222
41-42	179	202	224	148	166	184	98	166	234
43-44	181	204	227	149	167	185	101	172	243
45-46	183	207	230	150	168	187	104	178	252
47-48	185	209	233	151	170	188	107	184	261
49-50	187	212	236	152	171	190	110	190	270
51-52	189	215	239	153	172	191	114	196	279
53-54	191	218	242	154	173	192	118	202	288
55-56	193	221	245	155	174	193	122	208	297
57-58	195	224	248	156	175	194	126	214	306
59-60	197	227	251	157	176	195	130	220	315

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# F.3 Delivery Verification

The contractor shall not distribute a title without approval by NLS/BPH Quality Assurance Section. Actual delivery will be audited by NLS/BPH through reports from receiving libraries. At any time during the term of this contract or extensions, NLS/BPH may require the contractor to submit additional proof of delivery, such as a certificate of mailing.

### F.4 Period of Performance

The period of performance of this contract shall commence with contract award and extend until the period of warranty expires for the last book shipped.

## F.5 Shipment

Shipment of materials under this contract shall be made through the United States Postal Service (U.S.P.S.) under the provisions of section E040 of the U.S.P.S Domestic Mail Manual "Free Matter for the Blind and Other Handicapped Persons." Contractor shall arrange for the delivery of the completed work to the post office or for pick-up by the post office.

## F.6 Completion of Prior Contracts

If performance on this contract, or other contracts with NLS/BPH in progress at time of award of this contract, deteriorates in terms of quality of work or timeliness of delivery, or, if such contracts are not completed satisfactorily, or if in the opinion of the contracting officer defects found to be caused solely through the fault of the contractor are of such serious nature that substantial performance of such contracts is not being achieved, the government may consider such performance to determine its impact on performance under this contract in terms of quality of work and timeliness. If the deterioration or failure of performance is determined to negate responsibility of the contractor as being able to meet requirements of this contract, the government may consider partial termination (reduction of titles) or termination for default.